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Embarq Corporation EMBARQ.com

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July 27, 2006

Docket Control Arizona Corporation Commission 1200 West Washington St. Phoenix, AZ 85007

Re:

Docket Number T-20443A-06-0112

Arizona Corporation Commission DOCKETED

JUL 282006

DOCKETED BY

Enclosed for filing are an original and thirteen copies of revisions to the Embarq Communications, Inc. Interexchange Telecommunications Services, Arizona Tariff C.C. No. 1.

This filing introduces Business Basics in addition to Frame Relay Service and Private Line Services.

Sprint Long Distance, Inc. respectfully requests these changes be approved with an effective date of August 27, 2006. If you have any questions regarding this filing, please call me

Sincerely,

Greg Griffle

Dreg Driftle

AZ 06-03

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State Tariffs 5454 West 110th Street Overland Park, Kansas 66211

1. APPLICATION OF TARIFF

This Tariff applies to intrastate telecommunications services furnished by Embarq Communications, Inc. ("Company") between and among points within the State of Arizona in accordance with the conditions which are set forth herein.

Customers shall be entitled to the intrastate discounts to the extent set forth in their interstate Custom Network Service Arrangements as summarized in the Company's interstate Schedule No. 4, located at www.embarq.com/tariffs. These intrastate discounts shall apply against a Customer's intrastate charges and shall not be applied against a Customer's interstate charges.

(N)

(N)

3. **DEFINITIONS**

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

Access Arrangement

(N)

Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Company point-of-presence for transmission purposes.

Access Channel

Access Channel is the ingress channel into the data network.

Access Service Request (ASR)

Access Service Request is an order to provide the Customer with Data Services or to provide changes to existing Data Services.

Analog Transmission

Information transmitted in the form of continuously varying signal current and/or voltage.

(N)

Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized by the Subscriber to be connected to the service of the Subscriber.

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(M) Material previously appearing on this page now appears on Original Page 1.2.

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Original Page 1.1

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. <u>DEFINITIONS</u> (Continued)

B8ZS (Bipolar with 8-Zero Substitution)

A line coding technique which permits DS-0 and DS-1 transmission with more than 15 consecutive zeros. B8ZS supports 64 Kbps clear channel transmission.

Bandwidth

The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

<u>Bit</u>

An abbreviation of binary digit which is the smallest unit of information in a binary notation system.

Bits Per Second (bps)

The number of bits transmitted in a one second interval.

Original Page 1.2

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. **DEFINITIONS** (Continued)

Carrier

(M)

Any provider of intrastate interexchange telecommunications services.

Casual Caller

The term "Casual Caller" denotes any person who uses the Company's Casual Caller Service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- B. Any person located in an equal access area who voluntarily terminated their Company account as set forth in Section 4 but continues to make calls over the Company's network.
- C. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 4 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in the Company's billing system.

The terms, conditions and Casual Caller rates as specified in Section 7.1 of this Tariff apply to all calls made by Casual Callers. By placing a call on the Company's network, a Casual Caller accepts and agrees to the Casual Caller terms and conditions and rates. The Company will continue to file Tariffs with the Arizona Corporation Commission that apply to Casual Callers who use dial-around 1+ Services.

Company

The term "Company" refers to Embarq Communications, Inc.

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3. <u>DEFINITIONS</u> (Continued)

Customer (a.k.a. Subscriber)

The term "Customer" or "Subscriber" denotes the person, firm, company, corporation, or other entity, including Casual Callers, having a communications requirement of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff.

Data

(N)

The representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

Data Speed (bps)

The line speed which is commonly measured in bits per second.

Digital Transmission

Information transmitted in the form of digitally encoded signals.

<u>DS-0</u>

A 64 Kbps digital transmission system equivalent to one voice frequency circuit/channel.

DS-1

A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

DS-3

A 1.544 Mbps digital transmission system equivalent to 672 voice frequency circuits/channels or 28 DS-1 facilities.

Embarq Local Operating Companies (a.k.a. Embarq LOC)

The term to describe Embarg Corporation's Incumbent Local Exchange Carriers (ILECs).

Entrance Facility

(N)

(N)

The physical circuit arrangement which connects an Entrance Site to a Company Point of Presence.

(N) (M)

(M)

(M) Material previously appearing on this page now appears on Original Pages 2.1, 2.3, 2.4, 2.5 and 2.6.

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West 110th Street

Original Page 2.1

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. DEFINITIONS (Continued)

Entrance Site

(N)

A location of the Company's transmission facilities from which services can be provided for a Customer to any other Entrance Site or Point of Presence.

(N)

Exchange Area

(M)

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

(M)

Facility (or Facilities)

(N)

Any item or items of communications plant or equipment used to provide or connect to Company services.

F.C.C.

The term "F.C.C." refers to the Federal Communications Commission.

Foreign Exchange Service

Provides the Customers with the capability of local dialing in a remote exchange via private line service.

Frame Relay Service

Frame Relay Service is a fast packet network that permits the transmission of data at speeds of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 640 Kbps, 768 Kbps, 1.544 Mbps, or 44.210 Mbps using Permanent Virtual Circuits (PVCs) to connect multiple Local Area Networks (LANs).

(N)

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Original Page 2.2

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. **DEFINITIONS** (Continued)

Hertz

The term "Hertz" is a unit of frequency equal to one cycle per second.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where nonstandard service arrangements are required to satisfy specialized Customer needs. The nature of such service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of the Customer and Authorized Headquarters Representative(s) of the Company.

Intercity Circuit

Denotes a circuit, created by the Company by means of multiplex equipment, between the Company's switches which are shared by the Customers. Shared intercity circuits will consist of identifiable and discrete circuits between a given city-pair.

Intercity Mileage

The mileage, measured as the shortest distance between any two of the Company's Points of Presence using the Serving Wire Centers "V" & "H" coordinates noted in NECA Tariff F.C.C. No. 4 associated with said Company's Points of Presence.

(N)

(N)

(M)

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. <u>DEFINITIONS</u> (Continued)

IXC

Denotes an interexchange carrier.

Kilo Bits Per Second (Kbps)

The number of one-thousand bits transmitted in a one second interval.

LightLink Service

LightLink Service provides a high capacity channel for the transmission of 44.736 Mbps isochronous serial data having a line code of Bipolar with Three Zero Substitution (B3ZS). LightLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications 62508 and 62411, and the associated Addendum TR-INS-000342 and TR-NPL-000054.

Local Access Facility

The channel provided by the local telephone company (or other local service provider) to connect the point of presence to a Customer location.

Local Access Transport Area (LATA) (M)

Geographical area designated by the Federal Communication Commission for the provision and administration of telephone service to individual Customers.

Local Exchange Company (LEC) (a.k.a. Local Telephone Company) (N)

A company which furnishes local exchange telephone services.

Location

A physical premises to or from which the Company provides service.

(M) Material now appearing on this page previously appeared on Original Page 2.

3. **DEFINITIONS** (Continued)

Mega Bits Per Second (Mbps)

(N)

The number of one-million bits transmitted in a one second interval.

(N)

Message Telecommunications Service (MTS)

(M)

The term "Message Telecommunications Service" is a generic name for switched long-distance (Dial-1) service.

| (M)

Monthly Recurring Charge

(M)

The charge payable each month by the Customer to the Company for services provided on a continuous basis to the Customer.

Nonrecurring Charge

A one-time charge payable by the Customer to the Company for installation or temporary use of service facilities.

Normal Work Hours

The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Company-observed holidays.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. <u>DEFINITIONS</u> (Continued)

(M)

Numbering Plan Area (NPA) is a geographic boundary (area code) within which no two telephones have the same seven-digit number. The area code is represented by the first three digits of a tendigit telephone number.

NXX

NPA

The second three digits of a ten-digit telephone number, representing the central office or exchange from which a call originates.

(M)

OC-3

(N)

A 1.544 Mbps digital transmission system equivalent to 2,016 voice frequency circuits/channels or 84 T-1 facilities.

OC-12

A 1.544 Mbps digital transmission system equivalent to 8,064 voice frequency circuits/channels or 336 T-1 facilities.

OptiPoint-3 (OC-3) Service

OptiPoint-3 (OC-3) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-3 (OC-3) Service offers 155.520 Mbps of bandwidth and provides the equivalent of 2,016 Voice Grade (DS-0) circuits or 84 T-1 facilities.

OptiPoint-12 (OC-12) Service

OptiPoint-12 (OC-12) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-12 (OC-12) Service offers 622.080 Mbps of bandwidth and provides the equivalent of 8,064 Voice Grade (DS-0) circuits or 336 T-1 facilities.

(N)

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3. **DEFINITIONS** (Continued)

Permanent Virtual Circuit ("PVC")

(N)

A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence

The Company's physical presence where the Company maintains intercity communications channels and local distribution facilities for the purpose of providing its services.

(N)

Premises

(M)

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

(M)

(M) Material now appearing on this page previously appeared on Original Page 2.

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3. **DEFINITIONS** (Continued)

Primary Interexchange Carrier

The long distance service provider to which a Subscriber is presubscribed for 1+ long distance service. The chosen carrier's network is accessed by dialing 1+ the area code and telephone number.

Private Line Service

(N)

The Intercity Channel(s) and Point of Presence connection(s), station connections and channel option(s) furnished under this Tariff to a Customer as a unit uninterrupted by any switching function(s).

(N)

Qualified Residential

Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employee's usage.

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one (1) invoice for each account assigned to the **Customer**, or in the case of **Data Services**, one (1) invoice for each **Customer** together with explanatory detail showing the derivation of the charges.

(C) (C)

(M)

(M)

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3. **DEFINITIONS** (Continued)

Regular Voice Grade Facility

(N)

A communications channel with a bandwidth of approximately 2,700 Hertz (300 to 3,000 Hertz).

Serving Wire Center

The term "Serving Wire Center" denotes the physical location within a local exchange company's central office or other service provider's facility used to determine mileage sensitive rates. There is a serving wire center associated with each Customer location and each Company location.

(N)

Subscriber

(M)

See "Customer".

(M)

<u>T-1</u>

(N)

A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

T-3

A 1.544 Mbps digital transmission system equivalent to 672 voice frequency circuits/channels or 28 T-1 facilities.

TransLink Service

TransLink Service provides a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of Bipolar Return-to-Zero (BPRZ). TransLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342.

U.S. Mainland

The 48 contiguous states and the District of Columbia.

(N)

(M) Material now appearing on this page previously appeared on Original Page 3.

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4. TERMS AND CONDITIONS (Continued)

4.4 Minimum Service Period

A minimum period for service will be one month (30 days) for all services except where special construction is required or as described elsewhere in this Tariff.

4.5 Ownership of Facilities

Title to all facilities provided by the Company in accordance with these regulations remains with the Company.

4.6 Application for Service

The Company may require a Subscriber to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established, may be subject to the provisions as described elsewhere in this Tariff.

The Company may also require a signed authorization from the Subscriber for additions to or changes in existing service for such a Subscriber.

An application for service cancelled by the Subscriber or the Company prior to the establishment of the service applied for is subject to the Cancellation For Cause or Disconnection of Service provisions as described elsewhere in this Tariff.

Additional terms and conditions associated with application for service, if applicable, are specified elsewhere in this Tariff for the particular services affected.

(N) (N)

4. TERMS AND CONDITIONS (Continued)

4.15 Mileage Between Rate Centers

The mileage between rate centers (for switched voice and data services) and Points of Presence (for Data Services) is calculated based on V & H coordinates as obtained by reference to National Exchange Carriers Association (NECA) Tariff No. 4.

(C) (C)

Method of Calculation

The airline mileage between two service locations is calculated as follows:

Mileage =
$$(V1 - V2)^2 + (H1 - H1)^2$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. <u>BUSINESS SERVICES</u> (Continued)

6.1 Message Telecommunications Service (MTS) (Continued)

6.1.4 Business Basics

Business Basics offers small business Customers a flat rate for Dial-1, EMBARQ Calling Card, and SDS. There is no monthly recurring charge associated with this product.

Toll Free Service is available with this product. A monthly recurring charge for Toll Free Service applies.

To be eligible for Business Basics, business customers must: 1) subscribe to any Solutions Package; or, 2) be a multi-line Customer with at least one local exchange service line or trunk provided by Embarq LOC, with a minimum of four lines presubscribed to this service.

Customers who subscribe to this service and subsequently cancel their qualifying service needed to maintain eligibility will be switched, upon notice, to Business Sense as set forth in Section 6.1.2 of this Tariff.

Business Basics Customers' employees may subscribe to the Customer's Business Basics service for up to 10 satellite locations (e.g., from home). The satellite locations (up to 10) will be eligible to receive the Customer's underlying Business Basics rates for satellite locations. Unless, otherwise indicated, all Business Basics calls are rated in full-minute increments. Partial minutes will be rounded up to the next full minute.

		Current	<u>Maximum</u>
A.	<u>Dial-1 Rate</u>		
,	Per Minute	\$0.10	\$2.00
B.	EMBARQ Calling Card		
	Per Minute Per Call Connection Fee	\$0.10 0.90	2.00 2.00

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. <u>BUSINESS SERVICES</u> (Continued)

- 6.1 <u>Message Telecommunications Service (MTS)</u> (Continued)
 - 6.1.4 <u>Business Basics</u> (Continued)

C. Toll Free Service Option	<u>Current</u>	<u>Maximum</u>
Per Minute	\$0.10	\$2.00

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

D. SDS Rate	<u>Current</u> <u>⊇</u>	<u>Maximum</u>
Per Minut	e \$0.24	\$2.00

All calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

7. MISCELLANEOUS SERVICES

Casual Caller Service 7.1

7.1.1 General

Casual Caller Service is available to any person who uses the Company's service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- Any person located in an equal access area who voluntarily terminated their B. Company account but continues to make calls over the Company's network.
- Any person located in an equal access area who has had their account terminated C. in accordance with the terms and conditions as set forth in Section 3 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in the Company's billing system.

Casual Caller Service is available for use twenty-four hours a day by dialing "101XXXX +" to access the Company's network where equal access (FGD) is available. By placing a call on the Company network, a Casual Caller accepts and agrees to the regulations and rates specified in this section.

If the Company charges a Customer Casual Caller rates in error, or through an error by the local telephone company, the account will be credited for the erroneous charges.

A service charge will apply to each Casual Caller call, placed via direct dial or operator assisted Station-to-Station or Person-to-Person, excluding Directory Assistance. If an operator assists with the call, the call will be rated at Operator Services usage rates as set forth in the Operator Services section of this Tariff. In addition, the appropriate Operator Service Call Placement Charge as specified in the Operator Services section of this Tariff is applicable.

7.1.2 <u>Rate</u>	Current	<u>Maximum</u>	
Per Minute Rate	\$0.88	\$2.00	
Per-Call Service Charge	3.75	7.50	(Z)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES

9.1 TERMS AND CONDITIONS

In addition to the terms and conditions specified in Section 4 of this Tariff, the terms and conditions specified following apply to Data Services.

9.1.1 Application for Service

Application for Service is the Company order process that includes technical, billing and other descriptive information provided by the Customer which allows the Company to provide requested communications services for the Customer and Customer's authorized users. Upon acceptance by the Company, the Application for Service becomes a binding contract between the Customer and the Company for the provision and acceptance of services.

An Application for Service may be changed by Customer upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by the Company in accommodating each change, less net salvage.

Costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used; the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

If the Customer or applicant delays activation of his service during the period thirty (30) days preceding the scheduled installation date for a period of more than one (1) week, normal charges for local distribution facilities (LDF) shall apply from the scheduled date of installation. In the event that the Customer-induced delay exists for more than thirty (30) days after the scheduled installation date, the Company may consider the delay a cancellation of application for service.

If special construction has been started prior to cancellation, a charge equal to the costs incurred in the special construction, less net salvage, applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided that the Customer or applicant had advised the Company in writing not to proceed with the installation or special construction.

If the Company should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Company's Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.1 Application for Service (Continued)

A. Cancellation of Application for Service

When the Customer or applicant has requested the Company to cancel the application for service prior to service installation, cancellation charges will apply. Cancellation charges for both the underlying services and Local Access Facilities will be based on the stage at which the Access Service Request ("ASR") is at, either the Pre-Access Service Request ("Pre-ASR") or the Post-Access Service Request ("Post-ASR") stage.

The Pre-ASR stage is when the ASR is complete but has not yet been sent to the Local Exchange Company ("LEC") or the Alternate Access Vendor ("AAV"). The Post-ASR stage is when the ASR is complete and has been sent to the LEC or AAV.

The amount of the cancellation charge will vary according to the category of service ordered and at which stage the cancellation occurred (Pre-ASR or Post-ASR). Categories of services are: (1) the Service Component based on IXC ordered and; (2) the Access Component based on type of access ordered. See Service Cancellation Charges in this Tariff.

B. Change of an Application for Service

An Application for Service may be changed by the Customer upon written notice to the Company, subject to acceptance and confirmation by the Company provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation.

Such charge shall be the sum of the charges and costs for Private Line Service incurred by the Company in accommodating each change including the direct and indirect costs of facilities specifically provided or used; the costs of installation (including design preparation, engineering, supply expense, labor and supervision, general and administrative) and any other costs resulting from the preparation, installation and removal effort.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. <u>DATA SERVICES</u> (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.2 Obligations of the Customer

In instances where the Company is connecting its service to the Customer's own Customer-provided communications system or equipment or to any service or equipment provided by others, the Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.

The Customer must obtain an adequate number of facilities for Company Services to handle the Customer's expected demand in order to prevent interference or impairment of this service and or any other service provided by the Company considering (1) total call volume; (2) average call duration; (3) time-of-day characteristics and (4) peak calling period. The Company, without incurring any liability, may disconnect or refuse to furnish any toll free service to a Customer that fails to comply with these conditions. In case of disconnection, the Customer will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.

In compliance with the obligations imposed on the Company by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the services or engage in other activity that would require the Company to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this agreement will terminate immediately and subject Customer to the liability imposed for termination by the Company for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. <u>DATA SERVICES</u> (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.3 Minimum Service Period

The minimum service period is one year.

9.1.4 Connection with Other Communications Services

A Customer may connect communications services provided by other duly authorized and regulated common carriers to the Company's service. A Customer may also connect with privately owned communications systems, subject to the technical limitations established by the Company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.5 Alternative Access Facilities

The Company will undertake to provide Alternative Access Facilities as requested and ordered by the Customer when such facilities are available and approved by the Company. At the discretion of the Company, such alternative access facility arrangements also may be utilized in lieu of LEC facilities. Access provided via alternative access facilities will be charged according to the rates and charges set forth in this Tariff unless Special Service Arrangements are involved as described in Section 9.1.8 following.

9.1.6 Expedited Service Charge

At the request of the Customer, the Company will coordinate the expedite of circuit delivery from the access provider for any access facilities ordered and maintained by the Company. In such instances, an expedited service charge will be assessed on an individual case basis.

9.1.7 Out-of-Hours Work Charge

This charge is to cover the additional costs incurred by the Company when performing standard tariffed services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half hour. It applies in addition to the standard Tariff charges for the work requested.

9.1.8 Special Service Arrangements

The rates and charges set forth in this Tariff provide for furnishing service by means of facilities selected by the Company. Custom service is involved where one or more of the following conditions are present:

- A. At the request of the Customer, the Company provides service by means of facilities or a type other than that which the Company would otherwise use to provide service to the Customer. This type of custom service might involve Customer-specified routing or expedited construction.
- B. At the request of the Customer, the Company provides technical assistance of a design or consulting nature, beyond that of just properly matching Customer's equipment with that of the Company's facilities.

ISSUED: 07-28-06

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.9 Provision of Service with Non-Fiber Access Facilities

Private Line Services may be provided using non-fiber access facilities at the request of the Customer. However, in such cases, the Company may not meet the performance objectives and applicable standards for service set forth in this Tariff. Under no circumstances shall the Company be responsible for any direct, indirect, special, incidental or consequential damages arising directly or indirectly from the provision of service using such facilities, including without limitation any loss of Customer income or profits. The Customer shall indemnify and hold harmless the Company from any and all claims, actions, costs, expenses and damages associated with or arising out of Customer's use of such facilities.

9.1.10 Discontinuance of Service without Liability

A Customer will not be penalized for discontinuing a private line agreement if:

- A. A revision in the Private Line Services Tariff provisions results in higher plan rates for the plan to which the Customer has committed. The Customer may request affected circuits be disconnected up to 30 days after the effective date of the higher Tariff rates without penalty. Otherwise, the Customer's existing agreement remains in effect and the new rates will be billed.
- B. The Customer selects a new plan having a longer term.

9.1.11 Trouble Shooting at Customer's Premises

This charge is to cover the cost to the Company of a visit to Customer's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where the Company identifies the trouble to be caused by Customer-provided equipment and is unrelated to any malfunction of the Company's service. The charge applies from the time the Company's personnel are dispatched until the problem is identified.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES

9.2.1 General Description

In order to subscribe to the Company's data products with dedicated access, the Customer must gain entry to the Company's network by means of Local Access Facilities. Such Local Access Facilities will generally be ordered from local telephone companies in the Customer's name, by the Company, as agent. The Company will bill the Customer for these facilities.

Any special construction or non-standard charges assessed by the local telephone company supplying the Local Access Facility will also be the responsibility of the Customer. On occasions when alternative facilities are necessary (those provided in lieu of Company-designated access provided facilities), the Company will charge the Customer according to the rates and charges set forth in this Tariff unless Special Service Arrangements are involved as described in Section 9.1.8 of this Tariff.

The Company's scope of work for alternative access facilities may include, but are not limited to, detailed assessment or engineering studies, alternative vendor interface and installation supervision.

Central Office Connection charges apply in all cases in which a Customer wishes to connect to the Company network. The applicable charges are determined based on the type of access interconnected.

Access Coordination will apply in those cases where the Company acts as the Customer's agent and orders Local Access Facilities. The applicable charges are determined based on the type of access ordered.

Local Access Facilities for 56 Kbps, T-1, T-3, OC-3, and OC-12 access require a minimum commitment period of one year, unless otherwise defined through a vendor-provided term plan offering (ordered by the Company on behalf of the Customer via a letter of agency from the Customer). Any termination liabilities incurred by the Company as a result of such plans shall be solely the responsibility of the Customer.

Charges for Local Access Facilities are applied based upon the applicable local exchange company's rates and charges.

The Company reserves the right to restrict interconnection at either the wire center serving the Company POP or the Company POP itself.

ISSUED: 07-28-06

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 <u>Service Components and Rates</u>

A. Central Office Connection

	Monthly <u>Recurring Charge</u>	Installation <u>Charge</u>
56 Kbps Access	(1)	(1)
T-1 Access	(1)	(1)
T-3 Access	(1)	(1)
OC-3 Access	(1)	(1)
OC-12 Access	(1)	(1)

⁽¹⁾ The Company's Monthly Recurring and Installation Charges for Local Access Facilities mirror its interstate Local Access Facilities charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

9. <u>DATA SERVICES</u> (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 <u>Service Components and Rates</u> (Continued)

B. Access Coordination Fee

	Monthly <u>Recurring Charge</u>	Installation <u>Charge</u>
56 Kbps Access	(1)	(1)
T-1 Access	(1)	(1)
T-3 Access	(1)	(1)
OC-3 Access	(1)	(1)
OC-12 Access	(1)	(1)

C. Access Facility Charges

	Monthly <u>Recurring Charge</u>	Installation <u>Charge</u>
56 Kbps Access	(1)	(1)
T-1 Access	(1)	(1)
T-3 Access	(1)	(1)
OC-3 Access	(1)	(1)
OC-12 Access	(1)	(1)

⁽¹⁾ The Company's Monthly Recurring and Installation Charges for Local Access Facilities mirror its interstate Local Access Facilities charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 <u>Service Components and Rates</u> (Continued)

D. Miscellaneous Services

This section includes miscellaneous services provided in conjunction with the Company's primary service offerings.

(1) Trouble Shooting At Customer's Premises

This charge is to cover the cost to the Company of a visit to Customer's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where the Company identifies the trouble to be caused by Customer provided equipment and is unrelated to any malfunction of the Company's service. The charge applies from the time the Company personnel are dispatched until the problem is identified.

<u>Per Hour</u>	<u>Minimum</u>
(1)	(1)

⁽¹⁾ The Company's Nonrecurring Charges for Trouble Shooting At Customer's Premises mirror its interstate Trouble Shooting At Customer's Premises. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 Service Components and Rates (Continued)

D. <u>Miscellaneous Services</u> (Continued)

(2) Out-of-Hours Work Charge

This charge covers the additional costs incurred by the Company when performing standard services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half-hour. It applies in addition to the standard charges for the work requested.

Per Hour

(3) Moves and Rearrangements

The Customer may move locations or order his service arrangement (e.g., tie line, foreign exchange, etc.) changed with or without a move. Rearrangements shall also include adding, changing or deleting circuits or services embedded in a Local Access Facility. It is the Customer's obligation to notify the Company in writing at least 90 calendar days in advance when a move or rearrangement is to be made. If the Company is given inadequate notification, the Company will not be liable for issuing credit for the period between the date the Customer desires the moved or rearranged service and the date the move or rearrangement is actually made for the Customer's use.

Nonrecurring Charge

Rate per Channel-End

(4) Record Change

When a Customer requests a record change, the Customer will be billed a nonrecurring charge for each record change occurrence. A record change is described as any Customer-requested change in the permanent records of a Customer that does not require any physical or technical adjustments to the service, such as a name change or billing address change.

Nonrecurring Charge

Each occurrence

The Company's Nonrecurring Charges for Out-of-Hours Work Charge, Moves and Rearrangements, and Record Change mirror its interstate Out-of-Hours Work Charge, Moves and Rearrangements, and Record Change. See the Company's interstate Schedule No. 3 located at www.embarg.com/tariffs.

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EFFECTIVE:

9. <u>DATA SERVICES</u> (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 Service Components and Rates (Continued)

D. Miscellaneous Services (Continued)

(5) B8ZS Pricing

At the request of the Customer, the Company will provide B8ZS arrangements, where available from the Local Exchange Company. Such arrangements will be provided, at a charge based on local access company charges. The Company's Monthly Recurring and Installation Charges for Local Access Facilities mirror its interstate Local Access Facilities charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

(6) Entrance Facility Charges

When a Customer is involved in an access arrangement which utilizes Entrance Facilities provided by the Company, but for which the Customer makes direct payment of access charges to a local service provider, the Company will assess a charge in order to recover for the investment in Entrance Facilities. Such arrangements will be provided at rates and charges based on applicable local exchange company charges.

	Nonrecurring <u>Charge</u>	Monthly Recurring Charge
Entrance Facility Charges	(1)	(1)

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⁽¹⁾ The Company's Monthly Recurring and Nonrecurring Charges for Entrance Facility Charges mirror its interstate Entrance Facility Charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

- 9. DATA SERVICES (Continued)
 - 9.2 LOCAL ACCESS FACILITIES (Continued)
 - 9.2.2 <u>Service Components and Rates</u> (Continued)
 - E. Cancellation Charges

Nonrecurring charges apply when Local Access Facilities are cancelled:

Access Facility	<u>NRC</u>
56 Kbps T-1	N/A (1)
T-3	(1)
OC-3	(1)
OC-12	(1)

⁽¹⁾ The Company's Nonrecurring Charges for Cancellation Charges mirror its interstate Cancellation Charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.3 FRAME RELAY SERVICE

9.3.1 General Description

Frame Relay Service is a fast packet network that permits the transmission of data at speeds of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 640 Kbps, 768 Kbps, 1.544 Mbps, or 44.210 Mbps using Permanent Virtual Circuits (PVCs) to connect multiple Local Area Networks (LANs). Frame Relay Service is currently available throughout the contiguous United States where Local Access Facilities are available.

There are three primary components to the monthly recurring pricing of Frame Relay Service: Local Access Facilities (dedicated), Access Channels (ports) and Permanent Virtual Circuits (PVCs).

Local Access Facilities must be obtained to access Frame Relay Service and are available at the following data speeds: 56 Kbps, T-1 and T-3.

Access Channel port speeds are selected to accommodate the various PVCs that will use that particular Access Channel. Access Channel data speeds range from 56 Kbps to T-3 (45 Mbps). The Access Channel must be large enough to accommodate the cumulative egress of all PVCs connected to a particular Access Channel.

PVCs interconnect the Customer's specific end-points on the interexchange network. PVCs use packet-switching technology to automatically route around network-related failures. PVCs are pre-defined for each pair of end-point devices so a virtual network path (circuit) is always available without any call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security. The Company's PVCs are Frame Relay for LAN.

For service, the date the service is installed and available, or the date specified on the Customer's order form, whichever is later, will be the date on which all nonrecurring charges will be invoiced and invoicing for all recurring charges will commence.

Customers may subscribe to Frame Relay Service for one, two or three years.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.3 FRAME RELAY SERVICE (Continued)

9.3.2 Term Plan

Customers may subscribe to Frame Relay Service under one, two or three year term plans. The rates in effect for Frame Relay Service and Local Access Facilities at the time the Customer commits to a term plan will be fixed for the duration of the term plan. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless sixty (60) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan for which the rates of the new term will apply.

If additional Customer sites are added to a Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan. Existing Customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year or if the new term plan is for three years.

9.3.3 <u>Termination Liability</u>

To terminate Frame Relay Service the Customer must provide the Company with thirty (30) days prior written notice.

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to a lump sum of fifty percent (50%) of the monthly recurring charges for each circuit cancelled multiplied by the number of months remaining in the term plan. Customer will not have any termination liability if another Company service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one (1) year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

If service is terminated by the Company for cause and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

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State Tariffs 5454 West 110th Street Overland Park, Kansas 66211 EFFECTIVE:

9. DATA SERVICES (Continued)

9.3 FRAME RELAY SERVICE (Continued)

9.3.4 Rates and Charges

A. Installation Charges

(1) Per Access Channel

<u>Data</u>	a Speeds	Nonrecurring Charge		
		<u>C</u>	Current	<u>Maximum</u>
56 K	bps to 768 Kbps 1536 Kbps T-3 (45 Mbps)	,	125.00 250.00 200.00	500.00 1,000.00 8,800.00
(2)	Per PVC	\$	25.00	100.00

B. Monthly Recurring Charges (MRC)

(1) Access Channels

	1 Year			2 Year			3 Year				
Data Speeds		<u> </u>	<u>MRC</u>			MRC	<u> </u>		MRC		
		<u>Current</u>		<u>Max</u>	<u>Current</u>		<u>Max</u>		<u>Current</u>		<u>Max</u>
56 Kbps	\$	93.00	\$	400.00	\$ 86.00	\$	400.00	\$	79.00	\$	320.00
64 Kbps		93.00		400.00	86.00		400.00		79.00		320.00
128 Kbps		200.00		800.00	185.00		800.00		170.00		680.00
256 Kbps		227.00		900.00	210.00		800.00		193.00		770.00
384 Kbps		320.00	1,	200.00	296.00	•	1,200.00		273.00	1,	100.00
512 Kbps		402.00	1,	600.00	373.00	•	1,500.00		343.00	1,	350.00
640 Kbps		459.00	1,	800.00	425.00	•	1,700.00		391.00	1,	550.00
768 Kbps		514.00	2,	00.00	476.00	•	1,900.00		438.00	1,	750.00
1536 Kbps		809.00	3,	200.00	749.00	3	3,000.00		689.00	2,	750.00
T-3 (45 Mbps)	9	9,261.00	36,	00.00	8,575.00	34	4,000.00		7,889.00	31,	550.00

- 9. DATA SERVICES (Continued)
 - 9.3 FRAME RELAY SERVICE (Continued)
 - 9.3.4 Rates and Charges (Continued)
 - B. Monthly Recurring Charges (MRC) (Continued)
 - (2) Permanent Virtual Circuit (PVC)

	<u>MRC</u>			
Data Speeds	<u>Current</u>	<u>Maximum</u>		
0 Kbps	\$ 7.00	\$ 28.00		
16 Kbps	21.00	84.00		
32 Kbps	30.00	120.00		
48 Kbps	46.00	184.00		
64 Kbps	55.00	220.00		
128 Kbps	110.00	440.00		
192 Kbps	168.00	672.00		
256 Kbps	237.00	948.00		
320 Kbps	316.00	1,264.00		
384 Kbps	335.00	1,340.00		
448 Kbps	389.00	1,556.00		
512 Kbps	445.00	1,780.00		
576 Kbps	511.00	2,044.00		
640 Kbps	575.00	2,300.00		
704 Kbps	643.00	2,572.00		
768 Kbps	708.00	2,832.00		
832 Kbps	774.00	3,096.00		
896 Kbps	841.00	3,364.00		
960 Kbps	907.00	3,628.00		
1024 Kbps	974.00	3,896.00		

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES

9.4.1 General Description

Private Line Service is a non-switched, non-usage sensitive, point-to-point service which is dedicated exclusively to one Customer. The Company offers Private Line Service within the contiguous United States between Company Points of Presence (POP) on a fiber optic network. This terrestrial service provides for two-way simultaneous transmission of signals at data speeds of 1.544 Mbps up to 622.08 Mbps. Local Access Facilities may limit the performance specifications that the end user can anticipate.

Private Line Services offered are:

- TransLink (T-1/DS-1)
- LightLink (T-3/DS-3)
- OptiPoint-3 (OC-3)
- OptiPoint-12 (OC-12)

A. TransLink Service

TransLink Service provides a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of Bipolar Return-to-Zero (BPRZ). TransLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342. The performance objectives for TransLink Service between the Company's Points of Presence are as follows:

	%Network	
Airline Miles	<u>Availability</u>	% Error Free Seconds
0 - 250 Miles	99.97%	99.89%
251 - 1,000 Miles	99.96%	99.85%
1,001+ Miles	99.95%	99.83%

TransLink Service requires Local Access Facilities as described in Section 9.2 and is subject to the availability of T-1 access by the local exchange company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.1 General Description (Continued)

B. LightLink Service

LightLink Service provides a high capacity channel for the transmission of 44.736 Mbps isochronous serial data having a line code of Bipolar with Three Zero Substitution (B3ZS). LightLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications 62508 and 62411, and the associated Addendum TR-INS-000342 and TR-NPL-000054. The performance objectives for LightLink Service between the Company's Points of Presence are as follows:

Airline Miles	% Availability	% Error Free Seconds
0 - 250 Miles	99.99%	99.90%
251 - 1,000 Miles	99.99%	99.80%
1,001+ Miles	99.98%	99.70%

LightLink service requires T-3 Local Access Facilities as described in Section 9.2 and is subject to the availability of T-3 access by the local exchange company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.1 General Description (Continued)

C. OptiPoint-3 (OC-3) Service

OptiPoint-3 (OC-3) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-3 (OC-3) Service offers 155.520 Mbps of bandwidth and provides the equivalent of 2,016 Voice Grade (DS-0) circuits or 84 T-1 facilities. The performance objectives for OptiPoint-3 (OC-3) Service between the Company's Points of Presence are as follows:

Airline Miles	% Availability	% Error Free Seconds
0 - 250 Miles	99.999%	99.97%
251 - 1,000 Miles	99.998%	99.96%
1,001+ Miles	99.997%	99.95%

OptiPoint-3 (OC-3) Service requires OC-3 Local Access Facilities as described in Section 9.2 and is subject to the availability of OC-3 access by the local exchange company.

D. OptiPoint-12 (OC-12) Service

OptiPoint-12 (OC-12) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-12 (OC-12) Service offers 622.080 Mbps of bandwidth and provides the equivalent of 8,064 Voice Grade (DS-0) circuits or 336 T-1 facilities. The performance objectives for OptiPoint-12 (OC-12) Service between the Company's Points of Presence are as follows:

Airline Miles	% Availability	% Error Free Seconds
0 - 250 Miles	99.999%	99.97%
251 - 1,000 Miles	99.998%	99.96%
1,001+ Miles	99.997%	99.95%

OptiPoint-12 (OC-12) Service requires OC-12 Local Access Facilities as described in Section 9.2 and is subject to the availability of OC-12 access by the local exchange company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.2 Optional Service Features

A. Clear Channel Capability

Clear Channel Capability provides Customers the use of the full 64 Kbps per DS-0 channel and allows DS-0 and DS-1 transmissions with more than 15 consecutive zeros. Clear Channel Capability is supported for:

- TransLink (T-1)

Clear Channel Capability is supported only by the use of the Bipolar with Eight Zero Substitution (B8ZS) line coding technique. Clear Channel Capability requires B8ZS on the T-1 Local Access Facilities. Customer premises equipment must also be B8ZS- compatible.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.3 Term Plan

Customers may subscribe to Private Line Services under one, two or three year term plans. The rates in effect for Private Line Services and Local Access Facilities at the time the Customer commits to a term plan will be fixed for the duration of the term plan. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless sixty (60) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan for which the rates of the new term will apply.

If additional Customer sites are added to a Customer's Private Line Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan. Existing Customers may subscribe to a new term plan for Private Line Services of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year or if the new term plan is for three years.

9.4.4 Termination Liability

To terminate Private Line Services the Customer must provide the Company with thirty (30) days prior written notice.

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to a lump sum of fifty percent (50%) of the monthly recurring charges for each circuit cancelled multiplied by the number of months remaining in the term plan. Customer will not have any termination liability if another Company service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one (1) year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

If service is terminated by the Company for cause and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.5 Service Components and Rates

A. Channel Mileage Charges

The charge for intercity communications channels is based on mileage and channel bandwidth. Mileage is the intercity mileage between Company's Points of Presence as located in cities wherein the Company holds itself out to provide service. Each circuit connected between two Customer interface points will be construed as an individual circuit for rate compilation purposes. The Minimum monthly recurring charge applies unless the actual intercity mileage when multiplied by the banded per mile monthly recurring charge exceeds the Minimum monthly recurring charge.

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· / •	1	Year	2	Year	3	Year	
Data Speeds	<u>N</u>	MRC		<u>/IRC</u>	<u>MRC</u>		
	Current	<u>Max</u>	<u>Current</u>	Max	<u>Current</u>	<u>Max</u>	
Minimum	\$336.06	\$1,344.00	\$282.29	\$1,129.00	\$262.13	\$1,048.00	
0-299 Miles	1.47	5.88	1.24	4.96	1.15	4.60	
300-399 Miles	1.08	4.32	0.93	3.72	0.86	3.44	
400-499 Miles	0.88	3.52	0.75	3.00	0.70	2.80	
500-599 Miles	0.54	2.16	0.48	1.92	0.44	1.76	
1,000 + Miles	0.39	1.56	0.35	1.40	0.33	1.32	

(2) LightLink

	1	Year	2	Year	3	3 Year		
	<u>N</u>	MRC		<u>/IRC</u>	<u>MRC</u>			
	<u>Current</u>	<u>Max</u>	<u>Current</u>	<u>Max</u>	<u>Current</u>	<u>Max</u>		
Minimum	\$1,332.32	\$5,329.00	\$1,211.20	\$4,844.00	\$1,162.75	\$4,651.00		
0-299 Miles	6.47	25.88	5.88	23.52	5.64	22.56		
300-399 Miles	4.95	19.80	4.58	18.32	4.31	17.24		
400-499 Miles	4.14	16.56	3.84	15.36	3.68	14.72		
500-599 Miles	3.33	13.32	3.09	12.36	2.96	11.84		
1,000 + Miles	2.18	8.72	2.06	8.24	2.02	8.08		

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.5 Service Components and Rates (Continued)

A. Channel Mileage Charges (Continued)

(3) OptiPoint-3 (OC-3)

	1 Year			Year	3 Year		
		<u>MRC</u>	<u>MRC</u>		<u>MRC</u>		
	<u>Current</u>	<u>Max</u>	<u>Current</u>	<u>Max</u>	<u>Current</u>	<u>Max</u>	
Minimum	\$3,400.37	\$13,601.00	\$3,091.25	\$12,365.00	\$2,859.40	\$11,437.00	
0-299 Miles	16.73	66.92	15.56	62.24	14.40	57.60	
300-399 Miles	13.05	52.20	12.14	48.56	11.53	46.12	
400-499 Miles	10.94	43.76	10.18	40.72	9.67	38.68	
500-599 Miles	7.60	30.40	7.07	28.28	6.72	26.88	
1,000 + Miles	6.18	24.72	5.89	23.56	5.45	21.80	

(4) OptiPoint-12 (OC-12)

	1 Year <u>MRC</u>		_	Year MRC	3 Year <u>MRC</u>		
	<u>Current</u>	 <u>Max</u>	<u>Current</u>	<u>Max</u>	<u>Current</u>	Max Max	
Minimum	\$9,124.35	\$36,497.00	\$8,404.00	\$33,616.00	\$8,163.89	\$32,655.00	
0-299 Miles	48.60	194.40	44.77	179.08	43.49	173.96	
300-399 Miles	38.24	152.96	36.18	144.72	35.14	140.56	
400-499 Miles	33.17	132.68	31.38	125.52	30.48	121.92	
500-599 Miles	24.45	97.80	23.13	92.52	22.47	89.88	
1,000 + Miles	20.30	81.20	19.73	78.92	19.17	76.68	

9.4.6. Optional Features

A. Clear Channel Capability

The Company's Monthly Recurring and Installation Charges for Clear Channel Capability mirror its interstate Clear Channel Capability charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.7 Service Cancellation Charges

The following nonrecurring charges apply for service orders cancelled at the request of the Customer or applicant. In instances where the Customer applicant has cancelled an order and one end of the Access Component is in the Pre-ASR stage and another end is in the Post-ASR stage, the applicable Service Component will be assessed the Post-ASR charge.

<u>Service</u>	<u>Pre</u>	-ASR	Post-ASR			
	<u>Current</u>	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>		
TransLink	\$ 815.00	\$3,260.00	\$1,720.00	\$6,880.00		
LightLink	1,260.00	5,040.00	2,450.00	9,800.00		
OptiPoint-3 (OC-3)	(1)		(1)			
OptiPoint-12 (OC-12)	(1)		(1)			

The Company's Nonrecurring Charges for Service Cancellation Charges mirror its interstate Service Cancellation Charges. See the Company's interstate Schedule No. 3 located at www.embarq.com/tariffs.